

ENERGY DEFICIENT GAS ALLOWANCE SERVICE (EDGA) CONTRACT

THIS CONTRACT, made for an ENERGY DEFICIENT GAS ALLOWANCE SERVICE as of the _____ day of _____, 20__.

BETWEEN: TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TransCanada")

OF THE FIRST PART

and

("Interconnecting Facility Operator" or "IFO")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the IFO has requested and TransCanada has agreed to allow the IFO an Energy Deficient Gas Allowance Service pursuant to the EDGA Toll Schedule; and

WHEREAS the IFO has satisfied in full, or TransCanada has waived, each of the conditions precedent set out in sub-sections 2.1(b) and (c) of the EDGA Toll Schedule, and any other conditions precedent.

NOW THEREFORE THIS EDGA CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – DEFINITIONS

1.1 Capitalized terms used but not defined in this EDGA Contract shall have the meanings ascribed to such terms in the General Terms & Conditions and the EDGA Toll Schedule, as each may be amended from time to time.

ARTICLE II – MAXIMUM DAILY ENERGY DEFICIENCY QUANTITY

2.1 An IFO's Daily Energy Deficiency Quantity shall not exceed _____ GJ (the Maximum Daily Energy Deficiency Quantity).

ARTICLE III – RECEIPT POINT

3.1 The receipt point hereunder is the point of interconnection between the pipeline facilities of TransCanada and _____ which are located at _____.

ARTICLE IV - TERM OF CONTRACT

4.1 This EDGA Contract shall be effective from the _____ Day of _____, _____ and shall continue in force and effect until the 31st Day of December, _____ unless terminated in accordance with the provisions of the EDGA Toll Schedule or the General Terms and Conditions.

ARTICLE V – TOLLS

5.1 IFO shall pay for all charges hereunder from the Date of Commencement in accordance with TransCanada's EDGA Toll Schedule, List of Tolls, and the General Terms and Conditions set out in TransCanada's Transportation Tariff as the same may be amended or approved from time to time by the National Energy Board.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TRANSCANADA:

(i) mailing address:

TransCanada PipeLines Limited

P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

- (ii) delivery address: TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Telecopy: _____
- (iii) nominations: Attention: Manager, Nominations & Allocations
Telecopy: _____
- (iv) bills: Attention: Manager, Contracts & Billing
Telecopy: _____
- (v) other matters: Attention: Director, Customer Service
Telecopy: _____

IN THE CASE OF SHIPPER:

- (i) mailing address: _____

- (ii) delivery address: _____

- (iii) nominations: Attention: _____
Telecopy: _____
- (iv) bills: Attention: _____
Telecopy: _____
E-mail address: _____
- (v) other matters: Attention: _____
Telecopy: _____

Notice may be given by telecopier or other telecommunication device and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, telecopier or other telecommunication service shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice. Each party shall provide Notice to the other of any change of address for the purposes hereof. Any Notice may also be given by telephone followed immediately by personal delivery, courier, prepaid mail, telecopier or other telecommunication, and any Notice so given shall be deemed to be given as of the date and time of the telephone notice.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 The EDGA Toll Schedule, and the General Terms & Conditions are all by reference made a part of this EDGA Contract and EDGA Service hereunder shall, in addition to the terms and conditions of this EDGA Contract, be subject to the provisions thereof. TransCanada shall notify IFO at any time that TransCanada files with the National Energy Board revisions to the EDGA Toll Schedule, or the General Terms & Conditions (the "Revisions") and shall provide the IFO with a copy of the Revisions.

7.2 The headings used throughout this EDGA Contract, the EDGA Toll Schedule, the List of Tolls and the General Terms & Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

7.3 This EDGA Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

7.4 This EDGA Contract and all terms, conditions and provisions incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided for herein, no modification, amendment or variation to this EDGA Contract shall be effective unless such modification, amendment or variation is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this EDGA Contract as of the date first above written.

TRANSCANADA PIPELINES LIMITED

INTERCONNECTING FACILITY OPERATOR

per _____

per _____

per _____

per _____